

**CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

REQUEST FOR PROPOSALS

FC-7500, Hair Salon-Barbershop Services



**MIGUEL SOUTHWELL
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION**

**ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP
CHIEF PROCUREMENT OFFICER
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CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

September 4, 2014

ATTENTION INTERESTED RESPONDENT:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a Proposal for **Project Number: FC-7500, Hair Salon/Barbershop Services**. This solicitation will require the successful Respondent to provide, operate, maintain and manage a Hair Salon/Barbershop Service at Hartsfield-Jackson Atlanta International Airport, totaling approximately 1,349 square feet.

A **Pre-Proposal Conference** will be held on **Tuesday, September 18, 2014, at 2:00 P.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337**. The purpose of the Pre-Proposal Conference is to provide Respondents with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Aviation, Risk Management, Office of Contract Compliance, and the Ethics Office available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged.

The last date to submit questions will be **Friday, September 22, 2014, at 5:00 P.M.** Questions may be sent to **Jaamal Jennings, Esq., Contracting Officer**, via email at jmjennings@atlantaga.gov, or facsimile at 404-658-7705. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposals ("**RFP**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, October 1, 2014**. Any proposals received after this time will not be considered and will be rejected and returned.

Proposals will be publicly opened and read at 2:00 P.M. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, City Hall, Atlanta, GA 30303.

Request for Proposal

Project Number: FC-7500, Hair Salon/Barbershop Services

September 4, 2014

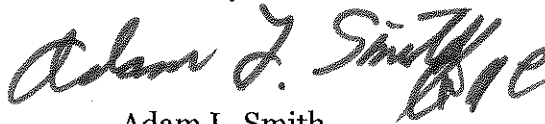
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If you have any questions regarding this project, please contact **Jaamal Jennings, Esq., Contracting Officer**, at 404-865-8565, or by email at jmjennings@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to Jessica Boston, Administrative Assistant Senior, at 404-330-6903, or by e-mail at jaboston@atlantaga.gov.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam L. Smith". The signature is fluid and cursive, with the first name "Adam" and last name "Smith" being the most legible parts. There is a small mark at the end of the signature that looks like a stylized "e" or a flourish.

Adam L. Smith

ALS:jmj

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Part 1

Information and Instructions to Respondents

FC-7500: Hair Salon/Barbershop Services

- 1. Services Being Procured:** This Request for Proposals ("RFP") is being solicited by the City of Atlanta ("City"), on behalf of the Department of Aviation ("DOA") and seeks to procure the following services ("Services") from qualified Respondents ("Respondent(s)"):

To provide, operate, maintain and manage a Hair Salon/Barbershop Services Concession (individually and collectively referred to herein as the "Premises") at Hartsfield-Jackson Atlanta International Airport ("Airport"), totaling approximately **1,349 square feet**. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A** of the Concessions Lease Agreement attached hereto at **Part 5** of this RFP ("Agreement").

- 1.1.** The initial term of the Agreement shall begin on the Commencement Date (as defined in the Agreement) and shall expire seven (7) years thereafter, unless earlier cancelled or terminated in accordance with the Agreement terms.
 - 1.2.** The Agreement shall also include an option to renew the term for a single period of three (3) years, which may only be exercised by the City in its sole discretion.
- 2. General Information:** The Airport is the world's busiest airport serving over 250,000 passengers daily traveling to major international and domestic markets around the globe. The Airport is owned by the City and is operated by DOA. It is located 10 miles from downtown Atlanta on 4,750 acres. The Airport's boundaries reach into the political jurisdictions of unincorporated Clayton County, unincorporated Fulton County, and the cities of College Park, Atlanta, Hapeville and East Point.
- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances ("Code"), and the particular method of source selection for the services sought in this RFP is Code Section 2-1189 (Competitive Sealed Proposals). By submitting a proposal concerning this procurement, Respondent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code and Charter, which laws are incorporated into this RFP by this reference.
- 4. Minimum Qualifications; Authority to Transact Business in Georgia:** To be eligible to participate in this procurement, Respondent must meet the following minimum qualifications:

- 4.1 Respondent must submit a complete proposal package by the due date in response to this RFP.
- 4.2 Respondent must provide evidence that it has a minimum of three (3) years consecutive experience within the last ten (10) years in the operation and management of one or more hair salon/barbershop locations in an airport, transportation center, mall or other prominent retail setting generating a minimum of \$150,000 (One Hundred Fifty Thousand U.S. Dollars and Zero Cents) in annual gross revenues in the aggregate.
- 4.3 If the Respondent is a partnership, joint venture or newly formed entity (e.g., limited liability company, corporation, etc.), the minimum requirements set forth in this Section (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity interest (50%+) of the partnership, joint venture or newly formed entity;
- 4.4 No Respondent or entity comprising Respondent may submit more than one proposal under the same or different names or as part of multiple organizations. The City reserves the right to disqualify any Proponent or entity comprising Respondent that submits more than one Proposal in response to this solicitation.
- 4.5 All personnel working on this project will be required to successfully pass a background investigation in accordance with the Airport's security policies.
- 4.6 Each Respondent must submit documentation with its proposal demonstrating that Respondent is duly authorized to conduct business in the State of Georgia. See also Part II, section 1(a) (2) and (3).
5. **No Offer by City; Firm Offer by Respondent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Respondent to form an agreement. This procurement is only an invitation for offers from interested Respondents and no offer shall bind City. A Respondent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code and other applicable law.
6. **Proposal Deadline:** In order to be timely, each Respondent's response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307 no later than **2:00 P.M., on Wednesday October 1, 2014**. The City will not consider any proposal received after this time and will reject and return the same.
7. **Pre-Proposal Conference:** Attendance at the pre-proposal conference is not mandatory; however, it is recommended that each Proponent attend the Pre-Proposal Conference which is scheduled for **Tuesday, September 18, 2014, at 2:00 P.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337**.

Each Respondent is solely responsible for being fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the subject matter of this RFP and any site where the Services will be performed shall not relieve any Respondent from the responsibility of properly evaluating the difficulty or cost of successfully performing the Services. There will be a site tour immediately following the Pre-Proposal Conference.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Jaamal Jennings, Esq., Contracting Officer**, Department of Procurement, 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail jmjennings@atlantaga.gov, on or before **Friday, September 22, 2014, at 5:00 P.M.** **Questions received after the time period will not be considered by the City.** Any response made by the City will be provided in writing to all Respondents by addendum. Respondents may not rely on verbal responses to any question submitted concerning this RFP. All Respondents and representatives of any respondents are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Respondents concerning this RFP must be made to the City's contact person referenced above, or any other City representative designated by the Chief Procurement Officer in writing.
9. **Ownership of Proposals:** Each Respondent acknowledges and agrees that each Proposal, when submitted to the City will become the property of the City, without compensation to a Respondent, for the City's use, in its sole discretion.
10. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."
11. **Applicable City OCC Programs:** The City's Office of Contract Compliance ("OCC") Programs applicable to this procurement are set forth in **Appendix A** attached hereto. By submitting a proposal in response to this procurement, each Respondent agrees to comply with such OCC Programs.
12. **Respondent's Examination of RFP:** Each Respondent is responsible for examining with appropriate care the complete RFP and all addenda, and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Respondent, who is deemed to have included all costs for performance of the Services in its Proposal.

Each Respondent shall promptly notify City in writing on or before **Friday, September 22, 2014**, should the Respondent find discrepancies, errors, ambiguities or omissions in the RFP, or should its intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Respondents who have obtained the RFP from City and are on the plan holder's list for this RFP.

City may, by addendum, modify any provision or part of the RFP at any time prior to the proposal due date and time. The Respondent shall not rely on oral clarifications to the RFP. Respondents shall only consider clarifications confirmed by a written Addendum issued by the City as authoritative.

- 13. Rejection of Proposals; Cancellation of Solicitation; Waiver of Technicalities.** The City reserves the right to reject any or all proposals, to waive any technical defect in any or all proposals, or to cancel this Procurement at any time in accordance with the City's Code.
- 14. Award of Concessions Agreement; Execution:** If the City awards an agreement pursuant to this Procurement, the City will prepare and forward to the successful Respondent a Concessions Lease Agreement for execution substantially in the form included in **Part 5** of this RFP. By submitting a proposal in response to this procurement, each Respondent acknowledges and agrees that it will be bound by the terms of the Agreement in the event a contract is awarded to it.
- 15. Electronic Proposal Documents:** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledge and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by the Department of Procurement, the version maintained by the city's Department of Procurement shall govern. The RFP document is available to view, download, and print at www.atlantaga.gov.

PART 2

Contents of Proposals/Required Submittals

General Contents of Proposals: A Respondent must submit a complete proposal in response to this RFP in the format specified in this RFP. A proposal will consist of two (2) separate volumes. Volume I will consist of information drafted and provided by the Respondent and Volume II will consist of information provided by the Respondent on forms provided by the City in this RFP. Respondents must submit each volume in one (1) three (3) ring binder.

1. VOLUME I: At a minimum, each Respondent is required to draft and provide all of the following information in **Volume I** of its proposal:

(a) Executive Summary: Each Respondent is required to provide an overview of the Respondent's qualifications to provide the Services being procured through this RFP. At a minimum, the Executive Summary must contain the following information:

- (1)** Complete legal name of the Respondent and the name of the legal entities that comprise the Respondent. The Respondent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices.
- (2)** If Respondent is a corporation, partnership or limited liability company formed in the State of Georgia, Respondent must include a copy of its Certificate of Incorporation or its Certificate of Organization from the Georgia Secretary of State's office.
- (3)** If Respondent is a corporation, partnership or limited liability company formed outside the State of Georgia, Respondent must include a copy of its Certificate of Organization from the state in which the Respondent was formed and a Certificate of Authority from the Secretary of the State of Georgia authorizing the Respondent to transact business within the State of Georgia.
- (4)** Evidence of the Respondent's plan for complying with the City's ACDBE goals (see **Appendix A**). Respondent's narrative, which is complimentary to the forms required at **Appendix A**, should include detailed information regarding the subcontractor(s) the Respondent intends to use (or, in the case of joint ventures ("JV"), the minority interest holder(s) of Respondent) and should indicate the role and responsibilities these firms will be assigned. Each Respondent must provide a letter from each subcontractor (or JV minority interest holder) indicating that the firm concurs with the role and responsibility Respondent has described.

(b) Operations and Management Plan. The Operations and Management Plan should introduce the Respondent's team by providing the following:

- (1)** Respondent's executive and management Organizational Chart presented both graphically and in narrative format. The Organizational Chart and narrative should provide a description of how Respondent will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team;
- (2)** A description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure;
- (3)** The names of proposed individuals for each executive and management function on the chart;
- (4)** A customer service operations plan which addresses at a minimum: staffing levels, corporate management support, inventory logistics, employee training, and customer service programs;
- (5)** A staffing chart of hourly staff ensuring licensed, qualified, trained staff available to provide reasonable prompt and efficient services during all hours of operation;
- (6)** Operational procedures that ensure all state and federal regulations are maintained including, but not limited to, those dictated by the Georgia State Board of Cosmetology and/or Georgia Board of Barbers and any OSHA requirements; and
- (7)** A facility cleaning schedule to ensure all equipment and fixtures are clean, sanitized and professional at all times.

(c) Concept and Design.

- (1) Merchandising and Concept Plan:** This criterion includes, but is not limited to, factors such as variety of services available (required services as well as any other services being proposed within the scope), retail products offered, general price levels for products/services and proposed innovations.
- (2) Facility Design:** This criterion considers the physical design and construction of the Hair Salon/Barbershop location including, but not limited to, innovations, creativity of design, quality of materials, floor plans, circulation, set up of stations, graphic signage, visual interest and overall optimal use of space.

An identification of Respondents' architectural design team, specifying prior experience in the design of hair salon/barbershop facilities (including resumes and project experience); and

A schedule identifying the construction start and completion dates.

(d) Business Plan: The Respondent's business plan will be evaluated on the completeness and overall quality of its approach in the operation and management of the Project. Proponent must demonstrate the following:

- (1) Respondent's range of resources and technical expertise that will be used during the term of the proposed agreement;
- (2) Respondent's revenue and rent projections;
- (3) Respondent's ability to generate profit margins;
- (4) Respondent's ability to manage the requisite areas specified and to meet the deadlines set forth in its construction schedule;
- (5) Respondent should show pro forma line items which will be reviewed carefully for reasonableness and financial impact. Such items are expected to reflect actual experience and results, where applicable, including amortization of capital expenditures;
- (6) Respondent is expected to implement a profitable business with positive cash flow over the life of the Concessions Lease Agreement. Pro forma Profit and Loss projections should be provided for each of the seven (7) years of the Term of the Agreement.

(e) Overall Project Experience and Performance: Describe Respondent's experience and qualification in designing, building, operating a Hair Salon/Barbershop services concession as described in the Agreement's Scope of Services.

- (1) **Minimum Qualifications Required:** Respondent must provide evidence that it has a minimum of three (3) years consecutive experience within the last ten (10) years in the operation and management of one or more hair salon/barbershop locations in an airport, transportation center, mall or other prominent retail setting generating a minimum of \$150,000 (One Hundred Fifty Thousand U.S. Dollars and Zero Cents) in annual gross revenues in the aggregate.
- (2) **Key Personnel/Resumes:** Provide resumes for key personnel, including all of the Respondent's executive managerial positions included on the Organizational Chart referenced above. Provide a list of all other positions within Proponent's organization and the duties of each position. Resumes should be organized as follows: name and title, professional background, current and past relevant employment, education, certifications and list of three (3) projects that involve a similar Hair Salon/Barbershop operation with project description, role of individual and reference contact. By submitting a proposal in response to this RFP,

Respondent acknowledges and agrees that it is committing to use the individuals identified in Key Personnel for this RFP. In the event there is a need to replace key personnel after Respondent submits its proposal or during the term of this Agreement, changes may only be made with the prior written consent of the Aviation General Manager.

2 VOLUME II: At a minimum, each Respondent is required to fully complete and provide all of the information required by each of the following in Volume II of its proposal:

- (a) Illegal Immigration Reform and Enforcement Act:** Each Respondent must complete and submit a Contractor's Affidavit, attached hereto as **Form 1: Illegal Immigration Reform and Enforcement Act Forms** with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to the Act, the Respondent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Respondents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.
- (b) Contractor Disclosure Form:** Each Respondent must complete and submit **Form 2: Contractor Disclosure Form** in accordance with its instructions.
- (c) Respondent's Financial Disclosures:** Each Respondent must complete and submit **Form 3: Respondent Financial Disclosures** with its proposal. The City's evaluation of financial information concerning a Respondent and its consideration of such information in determining whether a Respondent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in **Form 3** attached hereto and any additional information required on that form to be included in a proposal.
- (d) Acknowledgement of Insurance and Bonding Requirements:** Each Respondent must complete and submit **Form 4: Acknowledgement of Insurance and Bonding Requirements** with its proposal. The insurance and bonding requirements for any agreement that the City may award pursuant to this RFP are set forth in **Exhibit D: Insurance and Bonding Requirements**.

- (e) **Acknowledgement of Addenda:** Each Respondent must complete and submit an acknowledgement with its proposal that it has received all Addenda issued by City for this RFP. **Form 5: Acknowledgement of Addenda** has been included and may be used to satisfy this requirement.
- (f) **Respondent Contact Directory:** Each Respondent must complete and submit **Form 6: Contact Directory** in accordance with its instructions. **Reference List:** Each Respondent must complete and submit a minimum of four (4) separate references (e.g., landlord, vendors, suppliers, etc.) using the format provided in **Form 7: Reference List** for each reference.
- (g) **Office of Contract Compliance Forms:** Each Respondent must complete and submit all required OCC forms with its proposal. The City's Office of Contract Compliance ("OCC") program applicable to this procurement, and the forms that must be completed and submitted, are set forth in the attached **Appendix A: Office of Contract Compliance Submittals**. The participating ACDBE(s) must be duly certified and in good standing at all times. Respondents who fail to evidence a compliant ACDBE program shall be deemed non-responsive.
- (h) **Financial Offer:** Each Respondent must complete and submit a Financial Offer using the form provided by the City at **Part 5; Exhibit A.1**. The Financial Offer shall serve as the baseline for final Minimum Annual Guarantee offered to the City in the Respondent's Proposal.
- (1) The Respondent must offer a minimum rent to be paid to the City for the first year of the Agreement (hereinafter "**Minimum Annual Guarantee**" or "**MAG**") which shall not exceed **\$38,000**. If a Respondent submits a higher First Year MAG than the First Year MAG established above, the Respondent's proposal shall be deemed non-responsive. In each subsequent year during the Term of this Agreement (including any years during a renewal Term) the MAG for the applicable year will be automatically adjusted to equal the higher of (1) the previous year's MAG; or (2) 85% of the total rent owed by Concessionaire during the previous year.
- (2) Listed in the schedule below are categories of items to be sold by the successful Respondent in the Premises (hereinafter "**Category**" or collectively, "**Categories**"). The Respondent will be required to forecast revenue for each category. The fixed percentage of Gross Receipts listed below by Category monthly rent will be the greater of Minimum Annual Guarantee or Rent Percentage by Category:

Category	Percentage of Gross Receipts
Services	8%
Retail	14%

3. Submission of Proposals:

- (a) Respondent's proposal must be submitted in a sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-7500: Hair Salon/Barbershop Services**, and the name and address of the Respondent. All proposals must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, Suite 1900
Atlanta, Georgia 30303-0307

- (b) Each Respondent is required to submit one (1) original and eight (8) copies of its proposal. The original should be clearly marked "Original" and should contain original signature(s). Each proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- (c) Each Respondent is required to submit, in a separate, sealed envelope, clearly marked "Financial Offer," one (1) stamped "Original" and eight (8) copies of its Financial Offer (**Exhibit A.1**) with its proposal.
- (d) All blank spaces in the proposals must be typed or hand written in blue or black ink. All dollar amounts must be typed or hand written BOTH in word and numeric format (e.g., One U.S. Dollar and No Cents (\$1.00)). Written prices prevail over typed prices in the event of a discrepancy. All corrections to any entry must be lined out and initialed by the Respondent. Do not use correction tape or fluid.
- (e) Proposals shall be signed by hand by a principal of the Respondent with the authority to enter into an agreement with the City. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a proposal as well as enter into an agreement with the City. Each Respondent is responsible for the preparation of its proposal and for the costs associated therewith.

- 4. Respondent Representations.** By submitting a proposal to the city, Respondent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e. firm) that is neither a high cost lender nor a predatory lender, nor is the Respondent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Concessions Lease Agreement) and acknowledges that Respondent shall be bound by the terms and conditions stated therein; (c) except as contemplated by this RFP, the City will not agree to make any substantive revisions to the Agreement; (d) the signatory to the proposal is the Respondent (or Respondent's duly authorized agent or employee of the Respondent with the authority to bind Respondent hereto); (e) any information or disclosure provided on Form 2, are accurate representations up to and including the date Respondent submitted its proposal to the City; (f) it will voluntarily notify the city immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

5. Submittals: As stated above, the following submittals must be completed and submitted with each proposal.

	Proposal Submittal Check Sheet	Check (v)
Volume 1:	Executive Summary	
	Operation and Management Plan	
	Concept and Design	
	Business Plan	
	Overall Project Experience and Performance	
Volume 2:	Form 1 - IIREA Contractor's Affidavit – to be completed by Respondent and submitted with proposal	
	Form 2 – Contractor Disclosure Form	
	Form 3 - Respondent's Financial Disclosures	
	Form 4 - Acknowledgment of Insurance and Bonding Requirements	
	Form 5 - Acknowledgement of Addenda	
	Form 6 - Respondent Contact Directory	
	Form 7 - Reference List	
	Appendix A - Office of Contract Compliance Submittals – to be completed by Respondent and submitted with proposal	
Separate:	Exhibit A.1 - Financial Offer- sealed envelope	
	Evidence of authority to transact business in the State of Georgia	

NOTWITHSTANDING THIS CHECK SHEET, RESPONDENTS ARE ADVISED THAT ALL SUBMITTALS REQUIRED BY THIS SOLICITATION DOCUMENT (WHETHER OR NOT LISTED IN THIS CHECK SHEET) MUST BE COMPLETED IN FULL, AND IF APPLICABLE, SIGNED, SEALED AND NOTARIZED. BY SUBMITTING A RESPONSE TO THIS RFP, RESPONDENT ACKNOWLEDGES AND AGREES THAT THE CITY PROVIDED THIS CHECK SHEET SOLELY FOR RESPONDENT'S CONVENIENCE.

PART 3

EVALUATION OF PROPOSALS

All proposals will be evaluated by an evaluation committee in accordance with the City's Code of Ordinances, the criteria specified below and considering the information required to be submitted in each proposal. All Proposals will be evaluated using the following Evaluation Form:

EVALUATION FORM			
CATEGORIES	CATEGORY SCORE	RELATIVE WEIGHT	TOTAL CATEGORY SCORE
Operations and Management Plan		20	
Concept and Design		10	
Business Plan		20	
Overall Project Experience & Performance		15	
Financial Offer		10	
Financial Statement/Capability		10	
OCC Program: Airport Concessions Disadvantaged Business Enterprise Goals		15	
		100%	
TOTAL SCORE			

For purposes of evaluating all of the Proposals received by the City, the City will assess a score between one (1) and ten (10) for each Category noted above. The total category score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score x Relative Weight = total category score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Respondent has received the highest Total Score.

PART 4

SUBMITTAL FORMS

FORM 1

Illegal Immigration Reform and Enforcement Act Forms

All Respondents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("IIREA"). Respondents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Respondents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Respondents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal prior to the proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Respondent is such that Respondent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (see Example 2 below).

Example 1: ABC, Inc. and XYZ, Inc. form and submit a bid as AirportFood, LLC. AirportFood, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of AirportFood, LLC which includes the Federal Work Authorization User ID Number issued to AirportFood, LLC.

Example 2: ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Bid under the name AirportFood, JV. If, based on the nature of the JV agreement, Airport Food, JV is not required to obtain an Employer Identification Number from the IRS then, the Bid submitted by AirportFood, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be notarized.
6. All Contractor Affidavits must be submitted with the Respondent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Contractor Affidavit
O.C.G.A. § 13-10-91(b)(1)

By executing this Contractor Affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC
My Commission Expires:

Subcontractor Affidavit

O.C.G.A. § 13-10-91(b)(3)

By executing this Subcontractor Affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____, DAY OF _____, 201_____

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit

O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201__

NOTARY PUBLIC

My Commission Expires: _____

FORM 2
Contractor Disclosure Form

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor"	Any person, partnership or entity having a contract with the City.
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent"	<p>Any individual, partnership or entity that submits a response to a solicitation.</p> <p>If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a partnership (including, but not limited to, joint venture partnerships), then each partner in the partnership must complete and sign a separate Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a legal entity (e.g. corporation, limited liability company), then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated.</p> <p>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</p>

Instructions: Provide the following information for the entity, partner or individual completing this Disclosure (the "Individual/Entity").

A. Basic Information:

1. Name of Respondent:
2. Name of the authorized representative for the Respondent:

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the Individual/Entity authorized to transact business in the state of Georgia?

- ☐ Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)
- ☐ No

C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? YES NO
☐ ☐
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. YES NO
☐ ☐
4. Has the Respondent been charged with a criminal offense within the last ten (10) years? YES NO
☐ ☐
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. YES NO
☐ ☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

- | | | |
|---|---------------------------------|--------------------------------|
| (a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

- | | | |
|--|---------------------------------|--------------------------------|
| (a) directly or indirectly, had a business relationship with the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (b) directly or indirectly, received revenues from the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? YES ☐ NO ☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? YES ☐ NO ☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. YES ☐ NO ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: YES ☐ NO ☐

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil

damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality. Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a) The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b) The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c) The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in

conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

- d) The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e) The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f) The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- g) The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h) A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (i) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
 - (ii) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (iii) Cancellation of the public contract;
 - (iv) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations,

individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

Subscribed and sworn to or affirmed by _____ (name) this ____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity or partnership name) this ____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

FORM 3

RESPONDENT FINANCIAL DISCLOSURE

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or bid in response to a Solicitation.

- 1. If the Proponent is an individual, financial disclosures for that individual must be provided.**
- 2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.**
- 3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form 3.**

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form 3.

Part A - General Information:

Name of the Proponent:

Name of individual, entity or partnership completing this Form:

Relationship of individual, entity or partnership completing this Form to the Proponent:

Contact information of individual, entity or partnership completing this Form 3:

Name: _____

Address: _____

Phone Number(s): _____

Email: _____

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable;
 - (iv) Two (2) banks or other institutional lenders' references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	Year: 20____ (Thousands)	Year: 20____ (Thousands)	Year: 20____ (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

Most recent three (3) years:

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 20____

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity:

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this _____ day of _____, 20____

Notary Public of _____ (state)

My commission expires: _____

FORM 4

ACKNOWLEDGEMENT OF INSURANCE AND BONDING REQUIREMENTS

I, _____, on behalf of _____, ("Respondent"), acknowledge that if selected as the successful Respondent for **FC-7500: Hair Salon/Barbershop Services**, Respondent shall comply with all insurance and bonding requirements contained in the Agreement (attached at Part 5 of the RFP), and any other attachments to the RFP which pertain to insurance and/or bonding.

Respondent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of the Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Respondent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Respondent receives a final Agreement document from the City may, in the City's sole discretion, result in the forfeiture of the Respondent's Proposal Security submitted with its proposal and/or the disqualification of Respondent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance and Bonding Requirements, I represent that the Respondent understands and agrees to comply unconditionally with all requirements related to insurance and bonding. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Respondent.

Date: _____, 2014

Corporate Respondent:
[Insert Corporate Name]

By: _____

Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Date: _____, 2014

Non-Corporate Respondent:
[Insert Respondent Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 5

ACKNOWLEDGEMENT OF ADDENDA

Each Respondent must complete and submit an acknowledgement with its solicitation that it has received all Addenda issued for this solicitation. This form has been included and may be used to satisfy this requirement.

This is to acknowledge receipt of the following Addenda for FC-7500: Hair Salon/Barbershop Services.

1. NONE []
2. _____;
3. _____;
4. _____; and
5. _____.

Date: _____, 2014

Corporate Respondent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Date: _____, 2014

Non-Corporate Respondent:
[Insert Respondent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

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FORM 6

RESPONDENT CONTACT DIRECTORY

This Respondent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Respondent's team:

1. At least two individuals authorized to represent the firm for purposes of this RFP; and
2. All of Respondent's subcontractors (if any).

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

FORM 7

REFERENCE LIST

Each Respondent should provide a list of at least four (4) references (e.g. landlords, vendors, suppliers, etc.) using the following format:

Client: Name
 Address
 City, State, Zip
 Phone
 Fax
 Email

Project: Conference Management Services

Contact Person: Mr. John Doe
 (404) 555-5555

Date(s) of Project: August 12, 2000 to August 19, 2001

Description/Summary of Services:

Cost/Amount of Contract:

Firm's Role: Responsible for etc.

Completion Status:

(Next Reference)

PART 5

CONCESSIONS LEASE AGREEMENT

CONCESSIONS LEASE AGREEMENT

FOR HAIR SALON/BARBERSHOP SERVICES

AT THE

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Atlanta, Georgia



Landlord: City of Atlanta

Concessionaire: _____

Contract No. FC-7500

CONCESSIONS LEASE AGREEMENT

This Concessions Lease Agreement ("Agreement") is entered into and made effective on this ____ day of _____, 20____ ("Commencement Date," as further defined at Section 2.1 herein), between the City of Atlanta ("City") and _____ ("Concessionaire") who agree as follows:

1. PREMISES

1.1 Description of Premises.

1.1.1 Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises ("Premises" hereinafter refer to the total square feet under this Agreement on the Commencement Date) consisting of approximately 1,349 square feet in the Atrium of Hartsfield-Jackson Atlanta International Airport (the "Airport"), and as further depicted in Exhibit A, as follows:

Space	Location	Approximate Square Footage
ATR-S19	Atrium	1,349
Total square footage:		1,349 square feet

1.1.2 No easement for light, air or view is granted, given or implied in this Agreement. Upon completion of the construction contemplated by the Section entitled "Improvements," Concessionaire must submit to City a current, more detailed description based on final, as-built drawings, which will be incorporated by reference into this Agreement as a supplement to Exhibit A, without the need for the parties to formally amend this Agreement.

1.2 Relocation, Expansion and Contraction; Reimbursement of Certain Costs.

1.2.1 City's Right to Require. City may require that Concessionaire relocate all or part of the Premises within the Airport, or expand or contract the size of the Premises. Concessionaire must accomplish any such relocation, expansion or contraction expeditiously upon a timetable approved or directed by the Aviation General Manager.

1.2.2 Reimbursements.

1.2.2.1 In the event the City requires Concessionaire to relocate all or part of the Premises or contract the size of the Premises, City agrees to reimburse Concessionaire for the reasonable unamortized construction costs for Concessionaire's improvements within such portion of the Premises affected (based on the current book value of furniture, fixtures and improvements using the straight-line method of depreciation), and moving costs incurred due to relocation.

1.2.2.2 The amount of reimbursed costs allowed by City pursuant to this Section is at the City's sole determination. Proof of unamortized costs must be provided to and verified by the Aviation General Manager prior to reimbursement.

1.2.2.3 City will amortize the construction and moving costs over the remaining term of the Agreement. This amortization may result in rental credits to future rental payments. No cash reimbursements or credits for any outstanding indebtedness will be provided by City as reimbursement for allowable construction and/or moving costs.

1.2.2.4 Affect on Rental Payment Obligations in the Event of Relocation, Contraction or Expansion. Any such relocation, contraction or expansion required of Concessionaire under this Section may change Concessionaire's obligation to pay rent pursuant to the terms of the Agreement as follows:

1.2.2.4.1 Relocation. If the relocated Premises is deemed unsatisfactory by Concessionaire, then Concessionaire will have the right to terminate this Agreement with no additional obligation on the part of either Concessionaire or City; except that City agrees to reimburse Concessionaire for the reasonable unamortized construction costs for Concessionaire improvements within the Premises (based on the current book value of furniture, fixtures and improvements using the straight-line method of depreciation). Concessionaire must exercise its limited right to terminate under this Section by tendering written notice to City no later than thirty (30) days after Concessionaire receives notice from City of the required relocation, date of relocation and the location of the new Premises.

1.2.2.4.2 Contraction. If contraction of the Premises is required and the amount of contraction is greater than ten percent (10%) of the gross square footage of the Premises, then the Minimum Annual Guarantee will be decreased in proportion to the amount of the percentage contraction of the gross square footage of the Premises. Contractions of the Premises are deemed cumulative in the aggregate and are to be compared with the area of the Premises as originally let on the Commencement Date.

1.2.2.4.2.1 For example, assuming the Premises of this Agreement on the Commencement Date is one thousand (1,000) square feet. If, in contract year three (3), the City requires a contraction of the Premises to nine hundred and fifty (950) square feet, the MAG related to the Premises will not be adjusted because the contraction is less than ten percent (10%) of the original square footage. If, in contract year four (4), the City requires a contraction of an additional one hundred (100) square feet, the MAG related to the Premises will be reduced by fifteen percent (15%) because the resulting Premises will have contracted by fifteen percent (15%), in the aggregate, as compared to the original square footage.

1.2.2.4.3 Expansion. If expansion of the Premises is required and the amount of expansion is greater than ten percent (10%) of the gross square footage of the

Premises, then the Minimum Annual Guarantee will be increased in proportion to the amount of the percentage expansion of the gross square footage of the Premises. Expansions of the Premises are deemed cumulative in the aggregate and are to be compared with the area of the Premises as originally let on the Commencement Date.

1.2.2.4.3.1 For example, assuming the Premises of this Agreement on the Effective Date is one thousand (1,000) square feet. If, in contract year three (3), the City requires an expansion of the Premises to one thousand and fifty (1,050) square feet, the MAG related to the Premises will not be adjusted because the expansion is less than 10% of the original square footage. If, in contract year four (4), the City requires an expansion of an additional one hundred (100) square feet, the MAG related to the Premises will be increased by fifteen percent (15%) because the resulting Premises will have expanded by fifteen percent (15%), in the aggregate, as compared to the original square footage.

1.3. Airport Closure. If, during the Term, the Airport is permanently closed to passenger use, this Agreement will terminate and the City will reimburse Concessionaire for the reasonable unamortized construction costs for Concessionaire's improvements within the Premises (based on the current book value of furniture, fixtures and improvements using the straight-line method of depreciation). Upon such reimbursement to Concessionaire, title to all such furniture, fixtures and improvements will be deemed conveyed to City and Concessionaire may be required to execute such further documents and instruments to evidence such conveyance. Proof of unamortized costs must be provided to and verified by the Aviation General Manager prior to reimbursement.

1.4. Support Space and Access. Throughout the Airport there are certain spaces that may be available to Concessionaire for lease as support space for offices, storage or other similar support uses. Concessionaire may request the use of a portion of such available additional space for purposes relating to the business conducted at the Premises. Such request must state the specific intended use of the space by the Concessionaire. If the Aviation General Manager determines that space is available for the purpose requested, such space may be provided to Concessionaire on a thirty (30) day revocable basis, at the then current rate charged by City for comparable space at the Airport. To memorialize the use of any such additional space, the parties will execute a permit outlining the terms of use. Such space may be unfinished and Concessionaire may be required, as a condition to using such space, to develop and improve the space at its sole cost and without rental credit according to the terms and conditions contained in the permit.

1.5. Deliveries.

1.5.1 Standard Delivery Policies. Regular deliveries to the Premises and other spaces at the Airport used by Concessionaire under a permit will be allowed during hours designated by the Aviation General Manager only and will be scheduled to minimize

circulation conflicts with aircraft activity. Concessionaire is responsible for arranging for the delivery of all goods required for the operation of the business at the Premises. The Aviation General Manager must approve deliveries and delivery schedules.

1.5.2 Exceptional Delivery Circumstances. City acknowledges that certain exceptional circumstances may require variations from the designated hours for regular deliveries. Such deliveries will require the express prior written approval of the Aviation General Manager. Concessionaire is prohibited from using the Automated Guide Way Transit System or any of its moving sidewalks.

1.5.3 Approval of Delivery Companies. Only companies approved by the Aviation General Manager with required training, such as Airport security class and drivers' training, insurance and security clearance will be authorized to make deliveries at the Airport.

1.5.4 City's Right to Use Third-Party Contractor.

1.5.4.1 The City may procure a third-party contractor to provide all receiving, handling and transfer/delivery services for all or any portion of the concessionaires operating at the Airport in accordance with policies the Aviation General Manager believes at his/her discretion to be in the best interests of the City.

1.5.4.2 If the City chooses this option, it may direct the Concessionaire to exclusively utilize the services of such third-party contractor for all receiving, handling and transfer/delivery services required by Concessionaire concerning the business it operates in the Premises. Concessionaire will be required to promptly pay all invoices provided to Concessionaire by such third-party contractor for receiving, handling and transfer/delivery services.

1.5.4.3 Charges paid by Concessionaire for these services will be developed by the selected contractor based upon actual costs and will be subject to annual audit by the Aviation General Manager. It is anticipated that a flat rate will be developed and approved by the Aviation General Manager for these services according to concession category, frequency of deliveries, volume of goods delivered, amount of waste handled, etc. These charges are subject to change. Concessionaire should anticipate a charge of up to fifty dollars (\$50.00) per square foot of the Premises and other spaces at the Airport used by Concessionaire under a Permit per year if a third-party contractor is used by the City and Concessionaire is directed to use such services.

2. TERM

2.1 Commencement Date. Pursuant to the City of Atlanta Code of Ordinances ("Code"), this Agreement will not become binding upon the City and the City will incur no liability under it until it has been duly executed by the Concessionaire, returned to the City with all required submittals, including insurance and bonding, executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to the

Concessionaire, which shall be the effective date of this Agreement ("Commencement Date").

2.2 Term. The term ("Term") of this Agreement is Seven (7) years from the Commencement Date at the end of which the Agreement will immediately and automatically terminate, unless renewed by the City of Atlanta pursuant to the Section entitled "Renewals." All rights and obligations of the parties under this Agreement shall commence on the Commencement Date of the Agreement, except for, to the extent that City is unable to turn over possession of any part of the Premises to Concessionaire on the Commencement Date: (1.) the City's obligation to deliver such portion of the Premises to Concessionaire; (2.) Concessionaire's obligation to pay rent for such portion of the Premises; (3.) Concessionaire's obligation to improve such portion of the Premises; and (4.) Concessionaire's obligation to operate such portion of the Premises. These four (4) specific obligations shall all commence on the date the City makes such portion(s) of the Premises available to the Concessionaire.

2.3 Renewals. This Agreement is subject to a single three (3) year renewal at the sole option of the City. Notice of the City's intention to renew the Agreement will be provided to Concessionaire within thirty (30) days of the end of the fifth (5th) anniversary of the Commencement Date. Renewal shall require the approval of the City Council and, if granted, will require the execution of an appropriate renewal document.

2.4 Holding Over. If Concessionaire remains in possession of the Premises after the expiration of the Term, or any renewals, without written permission from the City, such holding over will not be deemed to operate as a renewal or extension of this Agreement, nor will it create a tenancy at will. Such holding over will create a month-to-month tenancy at a monthly rate equal to twice the monthly rate existing during the last month of the Term or the renewal period. During such month-to-month tenancy, the terms of this Agreement and any amendments hereto will continue to govern the relationship of the Parties.

3. USE

3.1 Non-Exclusive. Concessionaire will have the exclusive rights to provide hair salon/barbershop services on the Premises. However, the parties hereto agree that Concessionaire's rights hereunder are not exclusive to the Airport.

3.2 Use of Premises. Concessionaire must use the Premises to sell the following goods, items, services or commodities: full-service, price accessible hair salon/barbershop intended to serve women and men to meet hairstyling needs for a high volume, multi-cultural passenger/customer mix. Services shall include hair cutting, shampooing, styling, hair trimming, scalp massages, relaxer, blow drying, waxing, shaving, trimming beards/mustaches, and other services available at a full service hair salon. Optional services may include nail care, neck massage, or eyebrow services, all in accordance with the terms and conditions contained herein, including but not limited to the Scope of Services delineated on the attached Exhibit A.

3.3 Pricing. Concessionaire must submit all of its proposed prices to the Aviation General Manager for review at least thirty (30) days prior to Concessionaire offering its services to the public. Concessionaire may not charge any prices that have not been approved in writing by the Aviation General Manager, once Concessionaire's initial proposed prices are approved in writing. Concessionaire must submit any proposed price changes to the Aviation General Manager for approval prior to implementation.

3.3.1 Street plus Ten Percent (10%) Pricing. To determine Street plus Ten Percent (10%) Prices, the Aviation General Manager may, at any time, conduct a Market Basket Pricing Survey. This survey shall consist of at least three (3) and up to six (6) Metropolitan Atlanta area same store or similar store locations where residents, travelers or visitors normally shop. Concessionaire's price on any specific item may not exceed the average price of those locations plus an additional ten percent (10%). The Aviation General Manager has the sole discretion to determine whether a price is reasonable.

3.3.2 Same Store Pricing. For any operations where Concessionaire currently operates the same or similar store in the Metropolitan Atlanta area, Concessionaire may not charge higher prices at the Airport for like or similar items. The Aviation General Manager has the right to survey prices at those stores and to use these prices for same or similar items or services as the primary basis for pricing in the Premises. If the same brand does not exist in Metropolitan Atlanta area, the Concessionaire shall charge Street plus Ten Percent (10%) Price.

3.4 Continuous Operation of Premises. Concessionaire must operate the Premises without interruption, throughout the Term, including renewals, and provide all required Services to the extent permitted by law and provided that Concessionaire is lawfully entitled to possession of the Premises.

3.5 Hours of Operation. The Premises must be open for business three hundred sixty-five (365) days a year and at least two (2) hours before the first scheduled departing flight unless otherwise specified by the Aviation General Manager. Hours of operation are subject to change at the City's sole discretion.

3.5.1 The Hours of Operation must be posted at each store location in a format approved by Aviation General Manager. Concessionaire may be required to keep its stores open for additional hours, including without limitation, up to twenty-four (24) hours a day, with very limited notice, under circumstances warranting such additional hours, as determined by the Aviation General Manager in his/her sole discretion.

3.6 Customer Service.

3.6.1 The Aviation General Manager shall have the right to make reasonable objections to the quality of articles sold, the character of the service rendered to the public,

the prices charged and the appearance and condition of the Premises. Concessionaire agrees to promptly discontinue or remedy any objectionable practice. Concessionaire must also comply with the Concessions Compliance Standards established by the Aviation General Manager. A copy of the Concessions Compliance Standards, which are by this reference incorporated herein and are subject to amendment by City at any time, are available on the Airport's website (www.atlanta-airport.com) under Business Information.

3.6.2 Customer Service Quality Assurance and Mystery Shopper Standards. The City's mission is to operate the world's best airport by exceeding customer expectations. Well-defined and highly effective customer service programs are expected from all concessionaires. All Concessionaires will undergo scheduled and unscheduled monthly quality assurance audits in order to ensure optimal customer service performance. Basic standards of customer service include and are not limited to the following: promptly greeting the customer with a smile; making eye contact; being friendly and knowledgeable about the Airport; listening and responding politely; presenting a receipt and the correct change to the customer; and thanking the customer with a smile. In addition, the Concessionaire must understand and agree that its operation at the Airport necessitates the rendering of the following passenger services: making reasonable change; offering passengers directions and assistance; and accepting four (4) major credit cards (Visa, MasterCard, Discover, and American Express) as payment for any debit or credit transaction. Further, the Department of Aviation ("DOA") highly encourages and may ultimately require the implementation of expedited payment options, which may include but is not limited to MasterCard PayPass® technology as well as "Mystery Shopper Services" to ensure consistent performance.

3.6.2.1 The DOA requires Concessionaire and its staff to attend customer service training and all other such classes at the Concessionaire's expense, and/or as directed by the Aviation General Manager. All training as provided by the Concessionaire to its associates must comply with the Airport's compliance standards of customer service. Any costs associated with such additional training are the sole responsibility of Concessionaire.

3.6.2.2 A high quality and stable work force is key to providing outstanding customer service. Concessionaire is expected to maintain a positive work environment that encourages the development and growth of all employees. Concessionaire is expected to maintain favorable turnover rates compared to like businesses in the industry. Failure to do so may result in non-renewal or termination of this Agreement.

3.6.2.3 Concessionaire's staff must be aware of the time sensitive nature of Airport patrons. Concessionaire's employees shall be courteous and helpful to the public. Concessionaire must ensure a sufficient trained/licensed staff is on site at all times to provide reasonable, prompt and efficient services.

3.6.2.4 Concessionaire shall conduct its operation in a business-like manner. Concessionaire must carry a sufficient quantity of inventory to ensure that the Premises will

be fully stocked and available to passengers at all times. All inventories must be top quality and displayed in an "opening day fresh" manner. In addition, a dress code should be strictly adhered to for all operating staff.

3.6.2.5 Concessionaire agrees to provide packaging to enable customers to more easily transport items through the Airport. Environmentally friendly and/or innovative packaging or transportation devices that facilitate travel are highly encouraged.

3.6.2.6 Concessionaire must comply with all State and Federal regulations pertaining to this type operation as dictated by the Georgia State Board of Cosmetology and/or Georgia Board of Barbers. All employees shall have current and up to date licenses that are posted in the premises.

3.7 Marketing. In order to support and fuel the Airport's concessions program, Concessionaire shall pay a marketing fee equivalent to one-half of one percent (0.5%) of Concessionaire's Gross Revenues. The marketing fee will cover development of signage and other promotional materials and programs including, but not limited to, advertising, employee incentives and brochures/informational materials and technology to communicate the program offerings. The use and application of the marketing fees will be at the sole discretion of the Aviation General Manager. Concessionaire must support marketing programs by providing concept information, logos or initiating promotional materials as requested. Costs for any new materials will be supported by the collected marketing fees. Tenant will not be required to offer discounts outside of the established pricing policy.

3.8 Prohibition of Solicitation. Concessionaire is strictly prohibited from engaging in any activities outside the Premises within the Airport for the recruitment or solicitation of business. Concessionaire may not place or install any carts, kiosks, inline store, racks, or stands, or display merchandise or trade fixtures outside the boundaries of the Premises without the express written consent of the Aviation General Manager.

3.9 Representative of Concessionaire. Concessionaire must at all reasonable times retain in the Airport at least one (1) qualified representative, authorized to represent and act for it in matters pertaining to this Agreement and its operations at the Airport and must keep the Aviation General Manager informed in writing of the identity of each such person.

3.10 Investigation Reports. Concessionaire must, if required in writing by the Aviation General Manager, employ, at its own cost and expense, an investigative organization approved by the Aviation General Manager for the purpose of making investigations and observations and preparing a written report on the carrying out of any pricing policies, revenue control and operational techniques being used at the Premises. Concessionaire must cause such investigation and observation to be made at reasonable times and in the manner set forth in the Aviation General Manager's written directive to Concessionaire, and the investigator must deliver to the Aviation General Manager a true and complete written

copy of any such report made to Concessionaire within the timeframe designated by the Aviation General Manager.

3.11 Ingress and Egress; Security Regulations. Concessionaire possesses the right of ingress to and egress from the Airport as may be necessary to fulfill its obligations under this Agreement, subject to Airport rules and regulations, and agrees that the exercise of such right must not impede or interfere unduly with the operation of the Airport by City, its tenants, contractors, airline passengers, the public or other authorized occupants. Concessionaire agrees that its rights under this Agreement are subject to all security regulations or restrictions that may exist or come into existence and be imposed by any governmental entity having jurisdiction over the Airport and security matters pertaining to it. Concessionaire will have no claim for relief of rent or other remedies as a result of the imposition of such security regulations.

3.12 Reservations by City.

3.12.1 City has the right, without any obligation to do so, at any reasonable time and as often as it considers necessary:

3.12.1.1 to inspect any portion of the Premises;

3.12.1.2 to enter the Premises and make ordinary repairs;

3.12.1.3 to take such action in the event of an emergency concerning the Premises as may be required for the protection of persons or property. In the event the need to take such emergency action is caused by acts or omissions of Concessionaire, Concessionaire will reimburse City for the City's costs associated with such emergency actions. Further, Concessionaire must assure City of emergency access to the Premises by providing emergency telephone numbers at which Concessionaire's representative(s) may be reached on a twenty-four (24)-hour basis.

3.13 Compliance with Laws and Regulations; Licenses and Permits.

3.13.1 Concessionaire must at all times during the Term and any renewal term comply with all the applicable federal and state laws, local ordinances, codes, rules and regulations respecting Concessionaire's use and occupation of the Premises issued by any governmental entity having jurisdiction over the Airport, including, but not limited the City and the Aviation General Manager.

3.13.2 Concessionaire shall be solely responsible for the cost of obtaining and maintaining all licenses and permits necessary to operate at the Airport and perform all required Services.

3.14 Prohibited Uses. The Premises may not be used except for the purposes specified in the Section entitled "Use." Concessionaire may not do, or cause or permit anything to be done in or about the Premises, or bring or keep anything on the Premises:

3.14.1 increasing in any way the rate of fire insurance or other insurance applicable to the Airport or its concourses, or any of its contents;

3.14.2 creating a nuisance;

3.14.3 in any way obstructing or interfering with the rights of others in the Airport, or injuring or annoying them;

3.14.4 allowing any sale by auction on the Premises;

3.14.5 committing any waste upon the Premises;

3.14.6 using or allowing the Premises to be used for any improper, immoral, unlawful or objectionable purpose;

3.14.7 placing any loads upon the floor, walls or ceiling which endanger the structure;

3.14.8 obstructing the sidewalk, passageways, stairways or escalators in front of, within or adjacent to the Airport, its concourses or other facilities; or

3.14.9 doing or permitting to be done anything in any way tending to injure the reputation of City or the appearance of the Airport, its concourses or other facilities.

3.15 Trash Removal. All waste matter must be stored and disposed of in a manner satisfactory to the Aviation General Manager, and Concessionaire agrees to arrange for the timely disposal of all waste material at its own expense. Concessionaire will be responsible for the removal of Concessionaire's trash from the Premises and transfer to designated waste receptacles. Concessionaire will be billed proportionately for all costs associated with trash removal from designated waste receptacles.

4. ASSIGNMENT OR SUBLETTING

4.1 Concessionaire may not assign, transfer or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part, without the prior written consent of City. Furthermore, Concessionaire may not sublet or encumber the Premises, or any part of it, without the prior written consent of City. Any attempted assignment, transfer, encumbrance or sublease without the prior written consent of City is voidable at City's election.

4.2 If Concessionaire is a partnership or joint venture, a withdrawal or change (whether voluntary, involuntary or by operation of law) of the partner/joint venturer or partners/joint venturers owning more than fifty percent (50%) (as measured by interests in capital, profits or such other measurement as City may reasonably designate) of the partnership/joint venture, or the dissolution of the partnership/joint venture, will be deemed an assignment subject to this Section.

4.3 If Concessionaire is a corporation, any dissolution, merger, consolidation or other reorganization of Concessionaire, or the sale or other transfer of a controlling percentage of the capital stock of Concessionaire, or the sale of more than fifty percent (50%) of the value of the assets of Concessionaire, will be deemed an assignment subject to this Section. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Concessionaire's capital stock issued, outstanding and entitled to vote for the election of directors. This paragraph will not apply to corporations the stock of which is publicly traded through an exchange or over the counter.

5. RENTAL PAYMENTS

5.1 Rental Payments.

5.1.1 The total rental payment for the first year of this Agreement shall be the greater of Concessionaire's Minimum Annual Guarantee ("MAG") of \$ _____ or the total of **eight percent (8%)** of the Concessionaire's Gross Receipts for services and **fourteen percent (14%)** of Concessionaire's Gross Receipts for retail ("Percentage Rent") over the first year. In each subsequent year during the Term of this Agreement (including any years during a renewal Term) the MAG for the applicable year will be adjusted to equal the higher of (1) the previous year's MAG; or (2) eighty-five percent (85%) of the total rent owed by Concessionaire during the previous year.

5.1.2 Rent to be paid each month under this Agreement will be the higher of one twelfth (1/12th) of the MAG or Percentage Rent (Percentage of Gross Receipts) as stated above.

5.1.3 The term "Gross Receipts" shall include and/or all monies paid or payable to Concessionaire or concessionaire's sub concessionaire for sales made or services rendered at or from the Airport, regardless of when, where, or whether the business transaction occurs on or off of the Airport property as well as any other revenues of any type arising out of or in connection with Concessionaire's operations at the Airport under this Agreement, provided, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by Concessionaire shall be excluded.

5.1.4 Rent will be paid monthly in advance, beginning on the Commencement Date. Concessionaire will pay one-twelfth (1/12th) of the MAG on the first day of each month. By the tenth (10th) day of each month, Concessionaire will submit a report, in a form provided by DOA, of actual Gross Receipts received during the previous month along with the calculation of Percentage Rent for such previous month and if greater than the previously paid MAG a check representing the additional rent owed to it as a result of such Percentage Rent calculation.

5.1.4.1 Annual Rent for each contract year will be trued up in the first quarter of the following contract year in conjunction with the annual report due from Concessionaire to City under Section 5.2.4 of this Agreement. Any overpayments made to the City will be reimbursed in the following year through rent credits.

5.1.5 Minimum Annual Guarantee rental paid after the tenth (10th) of the month and Percentage Rent and marketing fee paid after the twenty-fifth (25th) day of the following month will be deemed a late payment and shall incur interest as additional rent at the rate of one-tenth (1/10th) of one percent (0.1%) compounded daily from the date due until the date received by the City.

5.1.6 The Marketing Fee is due by the twentieth (20th) day of the each month and shall be paid to the City separately from any payment of rent.

5.1.7 Method of Payment.

5.1.7.1 Rental for any partial month shall be prorated, if applicable. Rental payments shall be made in lawful money of the United States, free from all claims, demands, set-offs abatement or counterclaims of any kind against City. All rental payments shall be payable at:

City of Atlanta
Department of Aviation
P.O. Box 920500
Atlanta, Georgia 30392

5.1.7.2 City may require payment at such other place as the Aviation General Manager may from time to time designate to Concessionaire in writing.

5.1.7.3 No payment by Concessionaire or receipt by City of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. City may accept such check or payment without prejudice to City's right to recover the balance or to pursue any other remedy in this Agreement or otherwise provided by applicable law or equity.

5.2 Books and Records.

5.2.1 Concessionaire must maintain throughout the Term of this Agreement and for a three (3) year period after the Term, including renewals, or, in the event of a claim by City, until such claim of City for payments hereunder shall have been fully ascertained, fixed and paid, separate and accurate, daily records of Gross Revenues from all activity conducted under this Agreement in accordance with generally accepted accounting principles, showing in detail all business on or transacted in, about, from or pertaining to the Premises, and Concessionaire must enter all receipts arising from such business in regular books of account, and all entries in any such records shall be made at or about the time the transactions occur.

5.2.2 In addition, Concessionaire shall maintain weekly, monthly and annual reports of Gross Revenues and transactions derived from its operations under this Agreement, using a form and method as directed by the Aviation General Manager. Concessionaire, throughout the Term of this Agreement, including renewals, shall employ such forms and methods. Upon the Aviation General Manager's written request, Concessionaire must make available immediately at the Airport, for inspection and copying by the Aviation General Manager, any and all books, records and accounts pertaining to its operations or performance of its obligations under this Agreement. The intent and purpose of the provisions of this Section are that Concessionaire must keep and maintain records which will enable City to ascertain, determine and audit, if so desired by City, clearly and accurately, Concessionaire's obligations under this Agreement and the share of Gross Revenues received by City, and that the form and method of Concessionaire's reporting of Gross Revenue will be adequate to provide a control and test check of all Gross Revenue derived by Concessionaire under this Agreement.

5.2.3 Should any examination, inspection or audit of Concessionaire's books and records by City disclose an underpayment by Concessionaire in excess of 2% of the total annual consideration due, Concessionaire must promptly pay City the amount of such underpayment, plus interest thereon at the rate of one and one-half percent (1.5%) per month, from the date due until the date collected, and shall reimburse City for all costs incurred in the conduct of such examination, inspection or audit. If City deems it necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection or audit, then Concessionaire must reimburse City for reasonable attorneys' fees and litigation expenses as part of the costs incurred.

5.2.4 Not later than 90 days after each annual anniversary of the Commencement Date, Concessionaire must furnish to the Aviation General Manager an unqualified report, certified by a Certified Public Accountant of the Gross Revenues. Concessionaire must also furnish the Aviation General Manager with such other financial or statistical reports as the Aviation General Manager from time to time may request. Concessionaire's obligation under this Section shall survive termination, cancellation or expiration of this Agreement.

5.2.5 Upon request by the Aviation General Manager, Concessionaire must furnish to City copies of its quarterly State of Georgia sales and use tax returns covering the Premises as well as Concessionaire's Georgia and federal income tax returns at the time of filing, and any amendments. All copies of such returns must be certified as exact copies of the original documents by a Certified Public Accountant. Tenants shall also promptly notify the Aviation General Manager of and furnish to City copies of any audit reports covering the Premises conducted by the Department of Revenue of the State of Georgia or the Internal Revenue Service. All of the books, records and accounts required by this Section to be maintained by Concessionaire, or true and complete copies of them, shall be maintained by Concessionaire in the Metropolitan Atlanta area.

5.3 Revenue Control.

5.3.1 All business transactions, which occur in the Premises, must be completed by an approved Point of Sale ("POS") system (e.g., transaction register) and a receipt must be offered to each customer. However, during the Term of the Agreement, including any renewals, the City reserves the right, at its expense, to purchase and/or implement a computerized POS system and to further modify the system from time to time. Concessionaire must cooperate fully in the development and implementation of such a system. Upon implementation, the Aviation General Manager may dictate a new method of collection and payment by providing written notice to Concessionaire. Concessionaire must cooperate with the City in implementing such modified collection procedures. If the new POS system requires replacement of existing cash registers within the Premises, the City will reimburse Concessionaire for the unamortized cost thereof (based on the then current book value, using the straight-line method of depreciation) less the salvage value of such cash registers. The City will determine the type of registers to be used in the newly implemented POS system.

5.3.2 In order to facilitate implementation of the POS system, all POS terminals used in the operation of businesses within the Premises must have, at a minimum, the features outlined below:

5.3.2.1 A minimum of sixty (60) segregated sales categories;

5.3.2.2 The input device may either be a keyboard, scanner, touch screen; other approved input technology or any combination thereof;

5.3.2.3 The patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of the transaction;

5.3.2.4 The POS register, terminal or POS control server(s) shall be capable of secure, encrypted data transmission using TCP/IP or RS-232 communications protocol; and

5.3.2.5 The register or data collection device shall have a secure transaction audit tape or a detailed digital ASCII transaction journal log file stored on a USB (flash) drive or other suitable media.

5.3.3 Concessionaire must also comply with the most current Payment Card Industry Data Security Standard (PCI-DSS) requirements as detailed at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

- 6. TAXES AND LIENS.** Concessionaire is liable for all taxes levied or assessed against any interest of Concessionaire in the Premises and any improvements, personal property, furniture or fixtures or equipment placed by Concessionaire in the Premises. Concessionaire agrees not to permit or suffer any liens to be imposed upon the Premises, the Airport or any other part of them as a result of its activities without promptly discharging them, provided, however, that Concessionaire may, if Concessionaire so desires, contest the legality of any such liens. In the event of a contest, Concessionaire must provide a bond in an amount and form acceptable to City in order to clear the record of any such liens.

7. IMPROVEMENTS

7.1 Approval of Conceptual Design.

7.1.1 The initial layout and design of all Concessionaire Improvements to be made or installed within the Premises and any subsequent refurbishments shall conform to the Department of Aviation Airport Design Criteria ("Airport Design Criteria") which shall be made available to Concessionaire upon the Airport's website (www.atlanta-airport.com) and shall be subject to amendment from time to time by the Aviation General Manager.

7.1.2 Prior to the commencement of initial construction, or subsequent refurbishment of, or other work with respect to Concessionaire Improvements, Concessionaire must submit detailed plans and specifications to the Aviation General Manager for approval. Concessionaire must include with its plans and specifications schematic renderings of the Premises, materials, a color board or boards and a detailed layout of the overall merchandising plan. Approval by City will extend to and include architectural and aesthetic matters and City reserves the right to reject any designs submitted and to require Concessionaire to resubmit designs and layout proposals until they meet City's approval. The Commencement Date shall not be extended if City elects to reject any designs or layout Proposals submitted. If City and Concessionaire fail to agree on plans and specifications for Concessionaire Improvements within thirty (30) days after the Commencement Date, City may terminate this Agreement.

7.1.3 In the event of disapproval by City of any portion of the plans and specifications, Concessionaire will promptly submit necessary modifications and revisions. Concessionaire will make no changes or alterations in the plans or specifications after approval, and no

structural alterations or improvements will be made to or upon the Premises without the prior written approval of the Aviation General Manager. City agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in the plans or specifications. One copy of plans and specifications for all Concessionaire Improvements or subsequent changes or alterations will, within 15 days after approval by the Aviation General Manager, be signed by Concessionaire and delivered to the City.

7.2 Minimum Investment; Base Building Improvements; Reinvestment.

7.2.1 Minimum Investment.

7.2.1.1 Within the Premises defined by demising partitions and/or other boundaries described in the Agreement, Concessionaire shall perform all demolition required and shall at its own expense construct all improvements and install all trade fixtures according to the procedures and standards specified in the Airport Design Criteria.

7.2.1.2 Within thirty (30) days of receiving a certificate of occupancy, Concessionaire is required to submit to the Aviation General Manager as-built drawings.

7.2.1.3 Within one hundred twenty (120) days of the Commencement Date, or otherwise pursuant to a transition plan approved by the Aviation General Manager, Concessionaire shall decorate and finish to approved standards the interior and exterior of the Premises. The design and theme must be submitted to the Aviation General Manager, and he/she must approve them prior to implementation. The public visible area of the Premises shall be improved at a Minimum Investment of \$200.00 (Two Hundred U.S. Dollars) per square foot. In addition, Concessionaire is responsible for demolition necessary to accommodate all improvements. The \$200.00 (Two Hundred U.S. Dollars) Minimum Investment calculation shall include all construction costs, mechanical, electrical and plumbing (whether in areas visible to the public or not), finishes, furnishings, furniture, casework, or other fixtures, signs, store fronts, as well as all architectural and engineering fees.

7.2.1.4 Within thirty (30) days of receiving a certificate of occupancy, Concessionaire shall provide the City a statement certified by its architect, setting forth the total construction costs, with appropriate detail showing the costs and useful lives of elements of decoration, furnishings or fixtures. Concessionaire shall make available to Aviation General Manager paid invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and architectural and engineering fees. The \$200.00 (Two Hundred U.S. Dollars) Minimum Investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction. If the actual Investment cost incurred by the Concessionaire is less than the Minimum Investment required, in addition to any other remedy available to the City, Concessionaire will pay the difference to City within sixty (60) days after receipt of Certificate of Occupancy. If the City disputes the amount of investment claimed by Concessionaire, the City may, at its